

1 BILL NO. S-81-03-45

2 SPECIAL ORDINANCE NO. S-83-81

3 AN ORDINANCE approving and authorizing
4 the execution of a lease between the City
5 of Fort Wayne, Indiana, and Baer Field
6 Building Corporation for hangar building
7 and site at Baer Field.

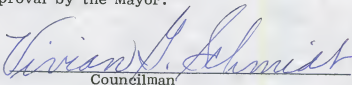
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That a certain lease dated March 24, 1981, between the
11 City of Fort Wayne, Indiana, by and through its Mayor and Board of
12 Aviation Commissioners, and Baer Field Building Corporation, an Indiana
13 not for profit corporation, for:

14 The lease of an airport hangar and site lo-
15 cated at Baer Field Airport, Fort Wayne,
16 Indiana, for a term of 20 years, commencing
17 with the completion of said improvements at
18 an annual rental of \$336,588.00,

19 all as more particularly set forth in said lease agreement which is on file in
20 the office of the Board of Aviation Commissioners, copy of which is at-
21 tached hereto and made a part hereof, be, and the same is in all things,
22 hereby ratified, confirmed and approved and its execution is hereby
23 authorized.

24 SECTION 2. That this Ordinance shall be in full force and effect
25 from and after its passage and approval by the Mayor.

26 
27 Councilman

28 Approved as to form and legality:

29 
30 City Attorney

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee _____ (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by V. Schmidt
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
SCHOMBURG	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 3-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-83-81
on the 24th day of March, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of March, 1981, at the hour of
11:30 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 26th day of March
1981, at the hour of 9:30 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

L E A S E

Between

BAER FIELD BUILDING CORPORATION

and

CITY OF FORT WAYNE

Executed , 1981

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L E A S E

THIS LEASE, entered into in duplicate this day of
 , 1981, between BAER FIELD BUILDING CORPORATION, an Indiana
corporation (hereinafter called "Lessor"), and CITY OF FORT WAYNE,
INDIANA, A municipal corporation existing under the laws of the
State of Indiana and located in Allen County (hereinafter called
"Lessee"), WITNESSETH THAT:

In consideration of the mutual covenants herein contained,
it is agreed that:

1. Premises, Term and Warranty. The Lessor does hereby
lease, demise and let to Lessee the real estate in Allen County,
Indiana, more particularly described in Exhibit A attached hereto
and made a part hereof, and a two bay hangar and office building
to be erected thereon by Lessor according to plans and specifica-
tions dated January 8, 1981, prepared for the Lessor by Schenkel
and Schultz, Inc., architects of Fort Wayne, Indiana.

The above mentioned plans and specifications may be changed,
additional construction work may be performed and additional equip-
ment may be purchased by Lessor, but only with the approval of
Lessee, and only if such changes or modifications, additional con-
struction work or additional equipment do not alter the character
of the building or reduce the value thereof. Any such additional
construction work or additional equipment shall be part of the
property covered by this lease. The above mentioned plans and
specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the same with all rights, privileges,
easements and appurtenances thereunto belonging, unto Lessee, for

a term of twenty (20) years, beginning on the date the building above referred to is completed and ready for occupancy, and ending on the day prior to such date twenty (20) years thereafter. The date the building is completed, ready for occupancy, shall be endorsed on this lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

2. Monthly Rental Payments. The Lessee agrees to pay rental for said premises at the rate of \$27,356.00 per month during the term of this Lease. The first rental installment shall be due on the day the building to be erected on the premises is completed and ready for occupancy. Thereafter, such rental shall be payable monthly in advance on the first day of each month during the term of this lease. All rentals payable under the terms of this lease shall be paid by the Lessee to Indiana Bank & Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, as Trustee, or to such other bank or trust company as may from time to time succeed Indiana Bank & Trust Company of Fort Wayne as Trustee under the Trust Indenture securing the First Mortgage Bonds to be issued by the Lessor. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

If the net interest cost to the Corporation on the First Mortgage Bonds issued by the Corporation to pay for the cost of said buildings, including the acquisition of the site thereof and other expenses incidental thereto, is less than 10.5%, the monthly rental shall be reduced to an amount necessary to amortize and pay off said First Mortgage Bonds and the interest due thereon in full over the lease term of twenty (20) years.

If funds other than proceeds of bonds issued by the Lessor are obtained to reduce the amount required to be borrowed by the Lessor, the base monthly rental shall be proportionately reduced.

Such amount of reduced monthly rental shall be endorsed on this lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds, and such endorsement shall be recorded as an addendum to this lease.

3. Additional Rental Payments. In addition to the payment of monthly rent, the Lessee shall reimburse the Lessor for the Indiana Corporate Income Tax, if any, chargeable to it on the rental so paid and shall further reimburse the Lessor for the Trustee's feechargeable to it for collecting said rent and disbursing the proceeds to the Lessor's bondholders.

The Lessee shall pay as further rental for said premises all taxes and assessments levied against or on account of the leased property. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency.

In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined.

4. Abatement of Rent. In the event the building erected on the premises shall be partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use and occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the building as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Clause 6 hereof.

If there is insurance in force on the date of such partial or total destruction insurance on the demised premises and the rental value thereof, in accordance with the provisions of Clause 6 hereof, the rent shall be abated for the period during which the hangar building or any part thereof is unfit for occupancy and shall be in proportion to the percentage of floor area which is unfit for occupancy.

5. Alterations and Repairs. The Lessee assumes all responsibility for repairs and alterations to the hangar and office building to be constructed by the Lessor. No alterations shall be

made by Lessee without first obtaining the written consent of Lessor. At the end of the term, Lessee shall deliver the leased property to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property shall be paid to the above mentioned Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. Insurance. Lessee, at its own expense, will, during the full term of the lease, keep the demised premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, in good and responsible insurance companies to the approval of Lessor. Such insurance shall be in an amount equal to one hundred five per cent (105%) of the full replacement cost of the leased facilities as certified by a registered architect, registered engineer, or professional appraisal engineer, selected by the Lessor, on the effective date of this lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this lease Lessee will also, at its

own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the leased facilities for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. Such policies shall be for the benefit of persons having an insurable interest in the demised premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this clause, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the building as provided in Clause 4 hereof.

7. General Covenants. The Lessee shall not assign this lease or sublet the demised premises herein described without the

written consent of Lessor. Lessee shall use and maintain the demised premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities.

8. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon written notice to Lessor to purchase the demised premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor corporation. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carrying charges, legal fees, architects' fees, contractors' fees and reasonable costs and expenses incidental thereto.

Within sixty (60) days of written request of Lessee, the Lessor agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the demised premises in accordance with the preceding paragraph. The statement shall also set forth the name of the Trustee under the trust agreement or agreements securing the outstanding indebtedness of the Lessor.

If the Lessee exercises its option to purchase, it shall pay to the Trustee referred to above that portion of the purchase price which is required to pay all indebtedness of Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire all outstanding indebtedness of Lessor secured by the trust agreement or agreements between the Trustee and the Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest.

The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that Lessee shall be under any obligation to purchase the demised premises, or under any obligation in respect to any creditors, members, or security holders of Lessor.

9. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this lease for a further like, or lesser, term upon the same or like conditions as herein contained, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this lease.

10. Defaults. If the Lessee shall default in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court

of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the demised premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

11. Notices. Whenever either party shall be required to give notice to the other under this lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at their last known place of business.

12. Successors or Assigns. All covenants of this lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

13. Construction of Covenants. Lessor was organized for the purpose of constructing and erecting a two bay hangar and service building and leasing the same to Lessee under the provisions of Indiana Code 18-5-3.3. All provisions herein contained shall be construed in accordance with the provisions of said Chapter, and to the extent of inconsistencies, if any, between the covenants

and agreements in this lease and the provisions of said Chapter, the provisions of said Chapter shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed for and on their behalf the day and year first hereinabove written.

BAER FIELD BUILDING CORPORATION

BY _____
(Written Signature)

(SEAL)

(Printed Signature)
President

Attest:

(Written Signature)

(Printed Signature)

Secretary

Lessor

CITY OF FORT WAYNE

BY _____
(Written Signature)

(SEAL)

(Printed Signature)

Mayor

Attest:

(Written Signature)

(Printed Signature)

Clerk

BOARD OF AVIATION COMMISSIONERS

BY _____

Lessee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared and _____ personally known to me to be the President and Secretary respectively of Baer Field Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne, and acknowledged the execution of the foregoing lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for
said County and State, personally appeared

personally known to me to be Commissioners of the Board of Aviation
of the City of Fort Wayne, and acknowledged the execution of the
foregoing lease for and on behalf of said City.

Witness my hand and notarial seal this day of
, 1981.

(Written Signature)

(Printed Signature)

Notary Public

My Commission Expires:

My County of Residence is
Allen County, Indiana

EXHIBIT A

, to

Lease Between

Baer Field Building Corporation, Lessor

and

City of Fort Wayne, Lessee

Dated , 1981

A tract of land located at Baer Field, Fort Wayne, Indiana, legally described as follows:

A part of the Southwest Quarter of Section 8, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point which is a distance of 40 feet South of the North Line of the Southwest Quarter of Section 8, Township 29 North, Range 12 East, and 209 feet West of the Northeast Corner of the Southwest Quarter of Said Section 8, which point is also on the South Line of Baer Field Perimeter Road; thence North 89 degrees 25 minutes West along the Said South Line a distance of 450 feet; thence South 0 degrees 35 minutes West, a distance of 450 feet; thence South 89 degrees, 25 minutes East, a distance of 450 feet; thence North 0 degrees 35 minutes East, a distance of 450 feet to the point of beginning; containing 4.65 acres, more or less; subject to reasonable and necessary easements for the future installation and maintenance of utilities or services.

together with any adjacent land hereafter acquired by Lessor.

This instrument prepared by
Robert D. McCord
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204

ADDENDUM TO LEASE

Between Baer Field Building Corporation and
City of Fort Wayne.

Executed on _____, 1981.

WHEREAS, the Baer Field Building Corporation, an Indiana Corporation, entered into a lease with City of Fort Wayne on _____, 1981, which lease was recorded on _____, 1981, in the office of the Recorder of Allen County, Indiana, in _____ pages and _____

WHEREAS, it is provided in said lease that there shall be endorsed thereon the reduced monthly rental; now therefor

IT IS HEREBY CERTIFIED AND STIPULATED by all of the undersigned that:

1. The net interest cost to Lessor on its First Mortgage Bonds is _____ %
2. Funds from sources other than bond proceeds in the amount of \$ _____ (_____ %) were obtained.
3. The reduced monthly rental is \$ _____

Executed this _____ day of _____, 1981.

BAER FIELD BUILDING CORPORATION

BY _____
(Written Signature)

(SEAL)

(Printed Signature)

President

Attest:

(Written Signature)

(Printed Signature)

Secretary

Lessor

CITY OF FORT WAYNE

(Seal)

By _____
(Written Signature)

(Printed Signature)
Mayor

Attest:

(Written Signature)

(Printed Signature)
Clerk

Lessee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1981, personally appeared _____ and _____, personally known to me to be the President and Secretary respectively of Baer Field Building Corporation, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____,
1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1981, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

This instrument prepared by
Robert D. McCord
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204

ADDENDUM TO LEASE

Between Baer Field Building Corporation
and City of Fort Wayne

Executed on _____, 1981

WHEREAS, the Baer Field Building Corporation, an Indiana corporation, entered into a lease with the City of Fort Wayne on _____, 1981, which lease was recorded on _____, 1981, in the office of the Recorder of Allen County, Indiana, in _____, pages _____; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the two bay hangar and office building to be erected on the leased premises is completed and ready for occupancy; now therefore,

IT IS HEREBY CERTIFIED AND STIPULATED by all the undersigned that the two bay hangar and office building to be constructed on the real estate described in the foregoing lease by Baer Field Building Corporation was completed in accordance with the plans and specifications and ready for occupancy on _____, 19__.

IT IS MUTUALLY AGREED that the rental for said property at the rate specified in said lease, and the commencement date of said lease, began as of the day, month and year above set forth, in accordance with the provisions of Clauses 1 and 2 of the lease to which this endorsement is attached.

Executed this _____ day of _____, 19__.

BAER FIELD BUILDING CORPORATION

By _____
(Written Signature)

(Printed Signature)
President

(Seal)

Attest:

(Written Signature)

(Printed Signature)
Secretary

Lessor

CITY OF FORT WAYNE

(Seal)

By _____
(Written Signature)

(Printed Signature)
Mayor

Attest:

(Written Signature)

(Printed Signature)
Clerk

Lessee

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 1981, personally appeared _____ and _____ personally known to me to be the President and Secretary respectively of Baer Field Building Corporation, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 1981, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said City.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

This instrument prepared by
Robert D. McCord, *Attorney at Law*
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204

SUSPENSION OF RULES

BILL NO. S-81-03-45

COUNCILMAN ^{eman} V. Schmidt, MOVED TO SUSPEND THE RULES ON THE
 PASSAGE OF BILL NO. S-81-03-45, AT THE MEETING OF THE
 COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA HELD ON Tuesday
 THE 24th DAY OF March, 19 81. SAID MOTION WAS
 SECONDED BY COUNCILMAN E. Estep, AND DULY PASSED BY
 UNANIMOUS VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE
 ABOVE BILL NO. S-81-03-45 WAS THEN PLACED ON PASSAGE.

DATE: 3-24-81

Charles W. Westerman
 CHARLES W. WESTERMAN - CITY CLERK

John Cuckols
 PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,
 AS Bill No. S-83-81.

ATTEST:

(SEAL)

DATE: 3-24-81

Charles W. Westerman
 CHARLES W. WESTERMAN - CITY CLERK

DIGEST OF BILL

5-81-03-45

TITLE OF ORDINANCE:

Approval of lease between City and Baer

Field Building Corporation for hangar at Baer Field.

DEPARTMENT REQUESTING
ORDINANCE:

Board of Aviation Commissioners

SYNOPSIS OF ORDINANCE:

Approval of lease for 20 years for hangar and
site to be constructed at Baer Field (for
sublease to Air Wisconsin)

Annual rental: \$336,588.00.

EFFECT OF PASSAGE:

Construction of facilities and lease to City of
Fort Wayne (for sublease to Air Wisconsin)

EFFECT OF NON-PASSAGE:

None of the above

MONEY INVOLVED (DIRECT
COSTS, EXPENDITURES,
SAVINGS:

Annual rental of \$336,588.00 to be repaid by
sublease to Air Wisconsin.

ASSIGNED TO COMMITTEE: